

232469



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,

Plaintiff,

v.

ALCOLAC, INC., AMERACE CORPORATION, AMERICAN
CYANAMID COMPANY, ATOFINA CHEMICALS, INC.,
BASF CORPORATION, BAYONNE INDUSTRIES, BEAZER
EAST, INC., BECKMAN INSTRUMENTS, INC., BEMIS
COMPANY, INC., CHARTER MANUFACTURING
COMPANY, INC., CIBA SPECIALTY CHEMICALS
CORPORATION, CLAIROL, INC., CLARIANT
CORPORATION, CNA HOLDINGS INC. (f/k/a HOECHST
CELANESE CORPORATION), COMPAC CORPORATION,
COOPER INDUSTRIES, INC., CREAMOVA INC., (f/k/a HULS
AMERICA INC.), CROMPTON CORPORATION, CURTISS-
WRIGHT CORPORATION, CWM CHEMICAL SERVICES,
L.L.C., DICTAPHONE CORPORATION, E.I. DU PONT DE
NEMOURS AND COMPANY, E.R. SQUIBB & SONS, INC.,
EDWIN SIEGEL, EDLIN, LTD., ENGELHARD
CORPORATION, EXXON CORPORATION, EXXON
RESEARCH & ENGINEERING COMPANY, EXXON MOBIL
RESEARCH & ENGINEERING COMPANY, EXXON MOBIL
CORPORATION, FLEXABAR CORP., FOOD HAULERS, INC.,
GENERAL MOTORS CORPORATION, HALOCARBON
PRODUCTS CORPORATION, HONEYWELL
INTERNATIONAL INC. (f/k/a ALLIED SIGNAL INC.),
HOWMET CORPORATION, INDUSTRIAL & COMMERCIAL
REFUSE REMOVAL, INC., INTERNATIONAL PAPER
COMPANY, J. SCERBO CO., JOHN DUSENBURY CO., INC.,
JOHNSON CONTROLS, INC., KEUFFEL & ESSER
COMPANY, KEWANEE INDUSTRIES, INC., K-MART
CORPORATION., LUCENT TECHNOLOGIES INC., MARS,
INCORPORATED, MASCO CORPORATION, METEM
CORPORATION, NATIONAL STARCH AND CHEMICAL
COMPANY, NEW JERSEY DEPARTMENT OF
TRANSPORTATION, NL INDUSTRIES, INC., NOVARTIS
PHARMACEUTICALS CORPORATION, O.K. TOILET &

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DISTRICT OF NEW JERSEY

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DISTRICT OF NEW JERSEY

02-1988-0014

Civil Action No.

01 CV 4097 (ASL)

FILED

JAN 16 2002

AT 8:30

WILLIAM T. WALSH
CLERK

ENTERED

ON
THE DOCKET

JAN 17 2002

WILLIAM T. WALSH, CLERK

By _____
(Deputy Clerk)

TOWEL SUPPLY, INC., OCCIDENTAL CHEMICAL)
CORPORATION, PAMARCO, INC., PFIZER, INC.,)
PHARMACIA & UPJOHN COMPANY, PHILIPS)
ELECTRONICS NORTH AMERICA CORPORATION, PPG)
INDUSTRIES, INC., PQ CORPORATION, REICHOLD, INC.,)
(f/k/a REICHOLD CHEMICALS, INC.), ROMAN CATHOLIC)
ARCHDIOCESE OF NEWARK, S.B. THOMAS, A UNIT OF)
ENTEMANN'S, INC., SALTIRE INDUSTRIAL, INC., (f/k/a)
SCOVILL INC.), SEQUA CORPORATION, STWB, INC., (f/k/a)
STERLING DRUG COMPANY AND STERLING WINTHROP,)
INC.), TETLEY USA, INC., THE SHERWIN-WILLIAMS)
COMPANY, THE TOWNSHIP OF CEDAR GROVE, THE)
PROCTER & GAMBLE MANUFACTURING COMPANY, THE)
CLOROX COMPANY, THE DOW CHEMICAL COMPANY,)
TOOLEY'S ENTERPRISES, TRANSTECHNOLOGY)
CORPORATION, ULLRICH COPPER, VANGUARD)
PROCESSING CORP., VIACOM, INC., (f/k/a)
WESTINGHOUSE ELECTRIC CORPORATION), WARNER-)
LAMBERT COMPANY, WASTE MANAGEMENT OF NEW)
JERSEY, INC.,)

Defendants.)

CONSENT DECREE

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I. BACKGROUND

A. Contemporaneously with the lodging of this Consent Decree, the United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), has filed a complaint in this action pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, ("CERCLA") 42 U.S.C. § 9607, seeking reimbursement of response costs incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the PJP Landfill Superfund Site located in Jersey City, Hudson County, New Jersey ("Site").

B. The PJP Landfill Company ("PJP Company") operated a landfill from approximately 1970 to 1974 on the Site, portions of which are owned by certain parties that have entered into this Consent Decree. PJP Company disposed of hazardous substances at the Site that were released into the environment. Hazardous substances disposed of at the Site were allegedly generated and transported to the Site by a number of persons, including certain parties that have entered into this Consent Decree.

C. In the early 1980s, the New Jersey Department of Environmental Protection ("NJDEP" or "State") notified EPA, Region II that hazardous substances were disposed of at the Site. At NJDEP's request, EPA conducted a preliminary assessment of the Site to determine its eligibility for inclusion on the National Priorities List ("NPL"), and EPA placed the Site on the NPL in 1982.

D. From 1988 to 1993, under EPA oversight, NJDEP conducted a remedial investigation and feasibility study, which documented the presence of hazardous substances in the soil and groundwater at the Site. With EPA's concurrence, NJDEP issued a Record of Decision selecting a remedy for the Site on September 28, 1995. The selected remedy included extending the existing cap and excavation and removal of all known and suspected buried drums and associated soils. In June 1997, NJDEP entered into an Administrative Consent Order requiring certain responsible parties to perform the remedial design/remedial action at the Site.

E. The defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability or facts to Plaintiff arising out of the transactions or occurrences alleged in the complaint or this Consent Decree.

F. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and, for purposes of this Consent Decree and the complaint, also has personal jurisdiction over the Settling Defendants. For purposes of this Consent Decree and the complaint, the Settling Defendants waive all objections and defenses that they may have to the jurisdiction of the Court or to venue in this district. The Settling Defendants consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendants and their respective successors assigns and, as applicable, heirs. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

- a. "Additional Settling Parties" shall mean those entities identified in Appendix B hereto.
- b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.
- c. "CCS" shall mean collectively CWM Chemical Services, L.L.C. and Waste Management of New Jersey, Inc. (the sole member of CWM Chemical Services, L.L.C.).
- d. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.
- e. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- f. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.
- g. "DOT" shall mean the New Jersey Department of Transportation.
- h. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

i. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

j. "Hazardous Substance" shall mean any substance that falls within the definition of a "hazardous substance" as that term is defined in Section 101(14) of CERCLA, 42 U.S.C. §9601(14), and shall also mean any mixture containing any such hazardous substance at any concentration.

k. "Institutional Controls" shall mean land and/or water use restrictions which may include, but need not be limited to, restrictions in the form of contractual agreements, deed restrictions, state or local laws, regulations, ordinances, or other government action.

l. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

m. "Municipal sewage sludge" shall mean any solid, semi-solid, or liquid residue removed during the treatment of municipal waste water or domestic sewage, and may include residue removed, all or in part, during the treatment of wastewater from manufacturing or processing operations, provided that such residue has essentially the same characteristics as residue removed during the treatment of domestic sewage.

n. "Municipal solid waste" shall mean household waste and solid waste collected from non-residential sources that is essentially the same as household waste. While the composition of such wastes may vary considerably, municipal solid waste generally is composed of large volumes of non-hazardous substances (e.g., yard waste, food waste, glass, and aluminum) and can contain small amounts of other wastes as typically may be accepted in RCRA Subtitle D landfills.

o. "NJDEP" or "State" shall mean the New Jersey Department of

Environmental Protection

p. "Owner Settling Defendants" shall mean Edwin Siegel, Edlin, Led., Tooley's Enterprises, the Roman Catholic Archdiocese of Newark and DOT.

q. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

r. "Parties" shall mean the United States and the Settling Defendants.

s. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has incurred at or in connection with the Site through October 8, 1999, including accrued Interest on all such costs calculated through November 14, 1999.

t. "Plaintiff" shall mean the United States.

u. "Record of Decision" shall mean the Record of Decision relating to the Site issued by the New Jersey Department of Environmental Protection on September 28, 1995 and all attachments thereto.

v. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

w. "Settling Defendants" shall mean CCS, the Additional Settling Parties, the Owner Settling Defendants, and the Settling Generators.

x. "Settling Generators" shall mean those entities identified in Appendix A hereto.

y. "Site" shall mean the PJP Landfill Superfund Site located at 400 Sip Avenue, Jersey City, Hudson County, New Jersey, encompassing approximately 87 acres identified on the tax map of Jersey City dated October 3, 1977, as Block 1627.1, lots 5A, 6A and portions of lots 2A, 3B and 4B; Block 1627.2, lot 1P; Block 1639.1, lots 2A, 3, 4C, 5C and 7D; and Block 1639.2, lots 1C, 5C, 7 and 7E.

z. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. REIMBURSEMENT OF RESPONSE COSTS

4. Within 30 days of entry of this Consent Decree, Settling Defendants shall pay to the EPA Hazardous Substance Superfund \$233,000 in reimbursement of Past Response Costs, plus an additional sum for Interest on that amount calculated from November 15, 1999, through the date of payment. Payment shall be made by Electronic Funds Transfer ("EFT") to the DOJ account in accordance with current EFT procedures, referencing the EPA CERCLIS Site ID number, NJD980505648, the EPA-Region II Site Identification Code 0285, and DOJ Case Number 90-11-3-06297. Payment shall be made in accordance with instructions obtained by the Settling Defendants from the Financial Litigation Unit of the Office of the United States Attorney for the District of New Jersey. Any EFT received at the DOJ account after 4:00 P.M. (Eastern Time) will be credited on the next business day.

5. The Settling Defendants also shall concurrently send notice to EPA and DOJ, as specified in Section XIII (Notices and Submissions), that payment required by Paragraph 4 has been made.

VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

6. Interest on Late Payments. In the event that any payment (plus interest accrued thereon) required by Paragraph 4 or Paragraph 7 is not made when due, Interest shall continue to

accrue on the unpaid balance through the date of payment.

7. Stipulated Penalty.

a. If any amount due to the United States from the Settling Defendants under Paragraph 4 of this Consent Decree is not paid by the required date, the Settling Defendants shall pay as a stipulated penalty, in addition to the Interest required by Paragraph 6, \$2,800 (two thousand-eight hundred dollars) per day that such payment is late. If an Owner Settling Defendant does not comply with Section X (Site Access), then, subject to the provisions of Paragraph 24, that Owner Settling Defendant shall pay to EPA as a stipulated penalty, in addition to the Interest required by Paragraph 6, \$1,000 (one thousand dollars) per violation per day of such noncompliance.

b. Stipulated Penalties are due and payable within 30 days of the Settling Defendants' receipt from EPA of a demand for payment of the penalties. The payments required under this Paragraph shall be made to EPA via EFT to Mellon Bank, Pittsburgh, Pennsylvania, as follows: To make a payment via EFT, Settling Defendants shall provide the following information to their bank: (i) Amount of Payment; (ii) Title of Mellon Bank Account to receive the payment: EPA; (iii) Account Code for Mellon Bank Account receiving the payment: 9108544; (iv) Mellon Bank ABA Routing Number: 043000261; (v) Name of Settling Defendants; (vi) referencing the EPA CERCLIS Site ID number, NJD980505648, the EPA-Region II Site Identification Code 0285, and DOJ Case Number 90-11-3-06297. The Settling Defendants also shall concurrently send notice to EPA and DOJ, as specified in Section XIII (Notices and Submissions), that payment required by this Paragraph has been made.

c. Stipulated Penalties shall accrue as provided above regardless of whether EPA has notified the Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance.

8. In the event that payment of Stipulated Penalties is not received when due, the Interest on any unpaid Stipulated Penalties shall begin to accrue on the date of demand of the Stipulated Penalties and shall continue to accrue on the unpaid balance through the date of payment.

9. If the United States must bring an action to enforce this Consent Decree, the Settling Defendants against whom the enforcement action is brought shall reimburse the United States for all costs of such action, including, but not limited to, costs of attorney time.

10. Payment of Stipulated Penalties under Paragraph 7 shall be in addition to any other remedies or sanctions available to the United States by virtue of the Settling Defendants' failure to comply with the requirements of this Consent Decree.

11. The obligations of Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of any one or more Settling Defendants to make the payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

12. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree.

VII. COVENANT NOT TO SUE BY PLAINTIFF

13. Covenant Not to Sue. Except as specifically provided in Paragraph 14 (Reservation of Rights), the United States covenants not to sue Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V, Paragraph 4 and Section VI, Paragraphs 6 (Interest on Late Payments), if applicable, and 7, if applicable (Stipulated Penalty). This covenant not to sue is conditioned upon the satisfactory

performance by Settling Defendants of their obligations under this Consent Decree. This covenant not to sue (subject to all reservations, exceptions and conditions thereto in this Consent Decree) and the contribution protection provisions of Paragraph 19 also extends to Settling Defendants' officers, directors, and employees, successors, and assigns, but only to the extent that the alleged liability of the officer, director, employee, successor, or assign is based on its status and in its capacity as an officer, director, employee, successor, or assign of Settling Defendants, and not to the extent that the alleged liability arose independently of the alleged liability of the Settling Defendants. These covenants not to sue (subject to all reservations, exceptions and conditions thereto in this Consent Decree) and the contribution protection provisions of Paragraph 19 extend also to a Settling Defendant's alleged "related entity," but only if identified in the appendices to this Decree and only to the extent that the identified related entity's alleged liability arises out of the same activities relating to the Site that gave rise to the alleged liability of its respective Settling Defendant. This covenant not to sue does not extend to any other person.

14. Reservation of Rights. The covenant set forth in Paragraph 13 does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to all rights against the Settling Defendants with respect to all other matters, including but not limited to, the following:

- a. claims against a Settling Defendant based on a failure by such Settling Defendant to meet its obligations under this Consent Decree;
- b. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- c. criminal liability;
- d. liability for injunctive relief or administrative order enforcement under Sections 104 and 106 of CERCLA, 42 U.S.C. §§ 9604 and 9606 for matters unrelated to Past

Response Costs, except as provided in Paragraph 14.a.;

e. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs; and

f. liability for Institutional Controls.

VIII. COVENANT NOT TO SUE BY SETTling DEFENDANTS

15. Covenant Not to Sue. The Settling Defendants and their related entities identified in the appendices to this Decree covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to Past Response Costs or this Consent Decree, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at the Site for which the Past Response Costs were incurred;

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs;

d. any claim for costs, fees, or expenses incurred in this action, or related to Past Response Costs, including claims under the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended; and

e. any claim under the United States Constitution for “takings” or any other matter, under the Tucker Act, 28 U.S.C. § 1491, or at common law, arising out of or relating to

past access, access and implementation of Institutional Controls as provided under this Decree, or response actions undertaken at the Site through October 8, 1999, on property owned or controlled by Settling Defendants.

16. The Settling Defendants and their related entities identified in the appendices to this Decree agree not to assert any claims and to waive and release all claims or causes of action that they may have relating to Past Response Costs, including for contribution, against any person where the person's liability to the Settling Defendants with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if:

(a) any materials contributed by such person to the Site constituting Municipal Solid Waste (MSW) or Municipal Sewage Sludge (MSS) did not exceed 0.2% of the total volume of waste at the Site; and

(b) any materials contributed by such person to the Site containing hazardous substances, but not constituting MSW or MSS, did not exceed the greater of (i) 0.002% of the total volume of waste at the Site, or (ii) 110 gallons of liquid materials or 200 pounds of solid materials.

This waiver shall not apply to any claim or cause of action against any person meeting the above criteria if EPA has determined that the materials contributed to the Site by such person contributed or could contribute significantly to the costs of response at the Site. This waiver also shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Defendant.

17. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

18. With the exception of Paragraph 16, nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Decree may have under applicable law. Except as provided in Paragraph 16, each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party to this Consent Decree.

19. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. §9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs.

20. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim.

21. Each Settling Defendant also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree it will notify the United States in writing within 10 days of service of the complaint on it. In addition, each Settling Defendant shall notify the United States within 10 days of service or receipt of any motion for summary judgment and within 10 days of receipt of any order from a court setting a case for trial.

22. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants and their "related entities" identified in the appendices shall not assert, and may not

maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section VII.

X. SITE ACCESS

23. If the Site, or any other property where access and/or land use restrictions are needed to implement any response action at the Site, is owned or controlled by any of the Settling Defendants, such Settling Defendant shall, commencing upon the date of lodging of this Consent Decree, agree to provide the United States and its representatives, including EPA and its contractors, access at all reasonable times to the Site and to any other property owned or controlled by Settling Defendants to which access is determined by EPA to be required or for the purpose of conducting any response activity related to the Site, including but not limited to:

- a. Performing Response Actions;
- b. Verifying any data or information submitted to the United States or the State;
- c. Conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing response actions at or near the Site;
- f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by CCS or its agents relating to implementation of the

remedy selected in the Record of Decision consistent with Section XI (Access to Information); and

g. Determining whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted.

24. To protect against risks which remedial work performed on land owned at the Site by DOT underneath and adjacent to the Pulaski Skyway may pose to the foundations of the Pulaski Skyway, EPA, for purposes of DOT's obligations under Paragraph 23, agrees to provide 30 days written notice to DOT prior to performing excavation work within fifty (50) feet of any foundation structure of the Pulaski Skyway. Such notice shall include a description of the nature, scope and location of intended excavation activities and safety measures associated therewith. Within 15 days of receipt of such notice, the Commissioner of DOT or the Commissioner's designee, shall object if DOT in good faith believes that the proposed work to be performed by EPA or its contractors poses safety risks to the Pulaski Skyway. In the event of an objection interposed by DOT based upon the safety concerns set forth above, DOT's obligation to provide access to EPA pursuant to Paragraph 23 shall terminate with respect to the portion of the property owned by DOT that is the subject of the objection. However, EPA shall retain its access authorities and rights specified in Paragraph 25. If DOT's objection is provided to EPA verbally, DOT shall provide written confirmation of the objection within 15 days.

25. Notwithstanding any provision of this Consent Decree, the United States retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, the Resource Conservation and Recovery Act, 42 U.S.C. § 6927, and any other applicable statutes or regulations.

26. Notice of Obligations to Successors-in-Title:

a. Within 15 days after entry of this Consent Decree, Owner Settling Defendants shall record a certified copy of this Consent Decree with the Hudson County Clerk's Office,

State of New Jersey. Thereafter, each deed, title, or other instrument conveying an interest in the property included in the Site shall contain a notice stating that the property is subject to this Consent Decree and shall reference the recorded location of the Consent Decree.

b. The obligations of each Owner Settling Defendant with respect to the provision of access under Section X (Site Access) shall be binding upon any and all Owner Settling Defendants and upon any and all persons who subsequently acquire any such interest or portion thereof (hereinafter "Successors-in-Title"). Within 15 days after the entry of this Consent Decree, each Owner Settling Defendant shall record at the Hudson County Clerk's Office, State of New Jersey, a notice of obligation to provide access under Section X (Site Access) and related covenants, if any. Each subsequent instrument conveying an interest to any such property included in the Site shall reference the recorded location of such notice and covenants applicable to the property.

c. Any Owner Settling Defendant and any Successor-in-Title shall, at least 30 days prior to the conveyance of any such interest, give written notice of this Consent Decree to the grantee and written notice to EPA of the proposed conveyance, including the name and address of the grantee, and the date on which notice of the Consent Decree was given to the grantee. In the event of any such conveyance, the Owner Settling Defendants' obligations under this Consent Decree, including their obligation to provide or secure access pursuant to Section X (Site Access), shall continue to be met by Owner Settling Defendants. In no event shall the conveyance of an interest in property that includes, or is a portion of, the Site release or otherwise affect the liability of Settling Defendants to comply with this Consent Decree.

XI. ACCESS TO INFORMATION

27. CCS shall provide to EPA, upon request, copies of all documents and information within its possession or control or that of its contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information

related to implementation of the remedy selected in the Record of Decision. However, EPA shall first request such information from the State. If the State does not provide such information within 30 days of the date of the request, CCS shall provide the information specified in this paragraph to EPA.

28. Confidential Business Information and Privileged Documents.

a. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Documents or information determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to Settling Defendants.

b. Settling Defendants may assert that certain documents, records or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege in lieu of providing documents, they shall provide Plaintiff with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendants shall retain all records and documents that they claim to be privileged until the United States has had a reasonable opportunity to dispute the

privilege claim and any such dispute has been resolved in the Settling Defendants' favor.

c. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XII. RETENTION OF RECORDS

29. Until 6 years after the entry of this Consent Decree, Settling Defendants shall preserve and retain all records and documents now in their possession or control, or which come into their possession or control, that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

30. After the conclusion of the document retention period in the preceding paragraph, Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA or DOJ, Settling Defendants shall deliver any such records or documents to EPA. Settling Defendants may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide Plaintiff with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendants shall retain all records and documents that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor.

XIII. NOTICES AND SUBMISSIONS

31. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Defendants, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Ref: 90-11-3-06297

As to EPA:

Chief
Financial Management Branch
U.S. Environmental Protection Agency
Region II
290 Broadway, 29th Floor
New York, NY 10007-1866

Chief, New Jersey Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency
Region II
290 Broadway, 17th Floor
New York, NY 10007-1866
Attention: PJP Landfill Site Attorney

Chief, New Jersey Remediation Branch

Emergency and Remedial Response Division
U.S. Environmental Protection Agency
Region II
290 Broadway, 19th Floor
New York, NY 10007-1866
Attention: PJP Landfill Site Project Manager

As to Settling Defendants:

For Settling Generators and Additional Settling Parties:

John F. Lynch, Jr.
Carpenter, Bennett & Morrissey
Three Gateway Center
100 Mulberry Street
Newark, NJ 07102-4079

For Edwin Siegel, Edlin, Led., and Tooley's Enterprises:

Kevin Bruno, Esq.
Robertson, Freilich, Bruno & Cohen
One Riverfront Plaza
Fourth, Floor
Newark, New Jersey 07102

For the Roman Catholic Archdiocese of Newark:

Walter Luger, Esq.
Carella, Byrne, Bain, Gilfillan, Cecchi & Stewart
6 Becker Farm Road
Roseland, New Jersey 07068-1739

For CCS:

CWM Chemical Services, L.L.C. and Waste Management of New Jersey, Inc.
c/o General Counsel
Waste Management, Inc.
1001 Fannin
Houston, Texas 77002

For DOT:

Mark Turner Holmes, Esq.
Deputy Attorney General
State of New Jersey
Department of Law and Public Safety
Richard J. Hughes Justice Complex
25 Market Street - P.O. Box 114
Trenton, New Jersey 08625-0114

XIV. RETENTION OF JURISDICTION

32. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION

33. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is a list of Settling Generators and "Appendix B" is a list of Additional Settling Parties.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

34. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

35. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any subsequent litigation, action or administrative proceeding between the Parties.

XVII. EFFECTIVE DATE

36. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XVIII. SIGNATORIES/SERVICE

37. Each undersigned representative of a Settling Defendant to this Consent Decree and the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

SO ORDERED THIS 16th DAY OF January, 2002

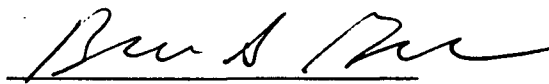
A handwritten signature in black ink, appearing to be "J. B. Smith", written over a horizontal line.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 8/8/01



BRUCE S. GELBER

Chief

Environmental Enforcement Section

Environment and Natural Resources

Division

U.S. Department of Justice

Washington, D.C. 20530

Date: 5/2/02



KENNETH G. LONG

Environmental Enforcement Section

Environment and Natural Resources Division

U.S. Department of Justice

P.O. Box 7611

Washington, D.C. 20044-7611

202-514-2840

(KGL 9908)

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

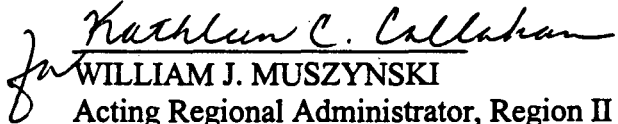
United States Attorney
District of New Jersey

Date: _____


MICHAEL CHAGARES (MC-5483)
Assistant United States Attorney
District of New Jersey
970 Broad Street
Room 502
Newark, New Jersey 07102
973-645-2839

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

Date: 8/3/01


for WILLIAM J. MUSZYNSKI
Acting Regional Administrator, Region II
U.S. Environmental Protection Agency
290 Broadway
New York, NY 10007-1866

Date: 6/7/01

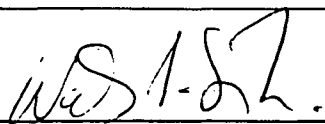

MICHAEL J. VAN ITALLIE
Assistant Regional Counsel
U.S. Environmental Protection Agency
290 Broadway
New York, NY 10007-1866

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: PQ Corporation
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6-25-01


Signature

Walter J. Stickley, Jr.
Name-Please Type
Corporate Counsel and
Assistant Secretary
Title

P.O. Box 840
Address

Valley Forge, PA 19482

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: PPG Industries
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/25/01

Joseph F. Lagrotteria
Signature

Joseph F. Lagrotteria
Name-Please Type

Attorney for PPG Industries
Title

St. John + Wayne, LLC
Address

2 Penn Plaza East

Newark, NJ 07105

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

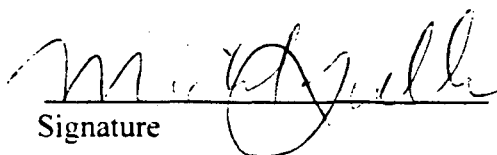
Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: PPG Industries, Inc.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 4/25/11


Signature

Michael Ludlow
Name-Please Type

VP, Industrial Coatings
Title

One PPG Place
Address

Pittsburgh, PA 15272

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Alcolac Inc.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Rhodia Inc.

Date: 6/26/01

R. Robert Briggs
Signature

R. Robert Briggs
Name-Please Type

Director of Manufacturing
Title

CN 7500
Address

Cranbury, NJ 08512-7500

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Corporation Trust Center

Title: Registered Agent

Address: 1209 Orange Street, Wilmington, DE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: ENGELHARD CORPORATION
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

ENGELHARD MINERALS & CHEMICALS CO.
ENGELHARD INDUSTRIES DIVISION

Date: 6-25-01

Scott W Clearwater
Signature

Scott W. Clearwater

Name-Please Type

Director, Environment Health & Safety

Title

101 Wood Ave. , P.O. Box 770
Address

Iselin, NJ 08830-0770

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: STWB Inc. (f/k/a Sterling Drug Company and Sterling Winthrop, Inc.)
Settling Defendant Name (cgs)

[also name related entities identified in appendices since they are bound by the signature]

Minwak Company; Lehn Fink, Inc.; Lehn Fink Products, Inc.; L&F Products; Eastman Kodak Company; and Beckitt & Co. Inc.
(cgs)

Date: 6/28/01

Joseph G. GABRIEL
Signature

Joseph G. GABRIEL
Name-Please Type

Vice President NPEC
Title

3400 RIDGE ROAD West - Suite 5-341
Address

Rochester, NY 14626

716-588-4369

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Elliott Stern
Title: Attorney - Corporate and Regulatory Legal Staff
Address: Eastman Kodak Company
343 State Street
Rochester, New York 14650-0208

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Trans Technology Corporation
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/27/01

George E. Beckey Jr.
Signature

George E. Beckey Jr.
Name-Please Type

Director of Environmental Affairs
Title

150 Allen Road
Address

Liberty Corner, NJ 07938

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

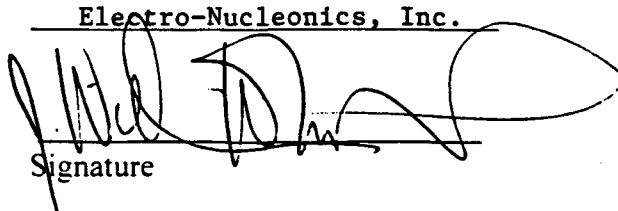
For: Pharmacia & Upjohn Company
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Pharmacia Diagnostics, Inc.

Electro-Nucleonics, Inc.

Date: 5/26/01


Signature

J. William Whitlock

Name-Please Type
Associate General Counsel, ESH
and Assistant Secretary
Title

Pharmacia & Upjohn Company

Address

7000 Portage Road

Kalamazoo, Michigan 49001

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: J. William Whitlock
Associate General Counsel, ESH
Title: and Assistant Secretary
Pharmacia & Upjohn Company
Address: 7000 Portage Road
Kalamazoo, MI 49001

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: BEMIS COMPANY, INC. and related
Settling Defendant Name entity ROSE RYAN
& CARSON

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/27/01

Carmen M. Ferguson
Signature

CARMEN FERGUSON
Name-Please Type

DIRECTOR OF RISK MANAGEMENT
Title

222 SOUTH WINTH ST., STE. 2300
Address

MINNEAPOLIS, MN 55402

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: CARMEN FERGUSON

Title: DIRECTOR OF RISK MANAGEMENT

Address: (SAME AS ABOVE)

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: National Starch and Chemical
Settling Defendant Name Company

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/28/01

Alexander M. Samson, Jr.
Signature

ALEXANDER M. SAMSON, JR.
Name-Please Type

ASSOCIATE GENERAL COUNSEL
Title REGULATORY AFFAIRS

10 FINDERNE AVE
Address

BRIDGEWATER, NJ 08807

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: PANHERO INC
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/29/03

Robert A. Meyers
Signature

ROBERT A. MEYERS
Name-Please Type

COUNSEL
Title

235 E. 11th AVE
Address

ROSELIE NJ 07203

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Novartis Pharmaceuticals Corporation,
for itself and its successor to
Settling Defendant Name Sandoz Pharmaceuticals
Corporation

[also name related entities identified in appendices since they are bound by the signature]

Date: June 28, 2001

Joel Schneider
Signature

Joel Schneider
Name-Please Type

Attorney for Novartis
Title Pharmaceuticals Corporation

Archer & Hener, P.C.
Address One Centennial Square

Woodbridge, N.J. 08033

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Joel Schneider
Title: Attorney for Novartis Pharmaceuticals Corporation
Address: Archer & Hener, P.C.
One Centennial Square
Woodbridge, N.J. 08033

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: _____

Settling Defendant Name

Clarion Corporation, for itself and as
alleged successor to Sandoz Pharmaceuticals
Corporation

[also name related entities identified in appendices since they are bound by the signature]

Date: June 28, 2001

Signature

Joel Schneider
Name-Please Type

Attorney for Clarion Corporation
Title

Archer & Greener, P.C.
Address

One Centennial Square

Madison, N.J. 08033

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Joel Schneider

Title: Attorney for Clarion Corporation

Address: Archer & Greener, P.C.

One Centennial Square
Madison, N.J. 08033

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: METEM CORPORATION
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/28/01

J S Abate
Signature

VINCENT S. ABATE
Name-Please Type

DIRECTOR OF FINANCE
Title

700 Parsippany Rd.
Address

Parsippany, N.J. 07054

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: VINCENT S. ABATE

Title: DIRECTOR OF FINANCE

Address: 700 Parsippany Rd.

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Vanguard Processing Corp
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/25/01

Michael Sullivan
Signature

Michael Sullivan
Name-Please Type

VP
Title

1120 Bloomfield Ave
Address

W. Caldwell NJ 07006

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Michael Sullivan

Title: VP

Address: 1120 Bloomfield Ave
W. Caldwell NJ 07006

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: SMITHKLINE BEECHAM CORPORATION ON BEHALF
of BECKMAN INSTRUMENTS, INC.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 26 JUNE 2001



Signature

PAUL R. NOLL

Name-Please Type

VICE PRESIDENT - ASSOCIATE GENERAL COUNSEL
LEGAL OPERATIONS - GMS

Title

GLAXOSMITHKLINE

ONE FRANKLIN PLAZA

Address

200 NORTH 16TH STREET
PHILADELPHIA, PA 19102

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: SAME

Title: AS

Address: ABOVE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: MLM MGS, a division of MGS, Incorporated
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/25/01

Arthur S. Garrett
Signature

Arthur S. Garrett
Name-Please Type

its Attorney
Title

Keller and Heckman, LLP
Address

1001 6 St. NW

Washington, DC, 20001

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: CT Corporation

Title: Legal Agent

Address: 820 New Town Rd

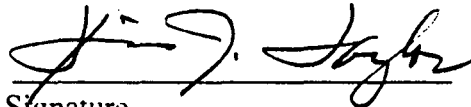
West Haverhill, MA 01862
27

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: ~~Creanova Inc. f/k/a Huls America Inc.~~
Settling Defendant Name and Kay-Fries, Inc.

[also name related entities identified in appendices since they are bound by the signature]

Date: _____


Signature

Dennis J. Taylor

Name-Please Type

Secretary

Title

379 Interpace Parkway

Address

Parsippany, NJ 07054

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Jayne A. Pritchard

Title: Senior Counsel


Address: 379 Interpace Parkway
Parsippany, NJ 07054

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: FLEXABAR CORP.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/26/01


Signature

JAMES B. BURNS, ESQ.
Name-Please Type

Attorney for Flexabar Corp.
Title

Deasey, Mahoney + Bender, Ltd.
Address

80 Tanner St.

Haddonfield, NJ 08033-2419

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: James B. Burns, Esq.

Title: _____

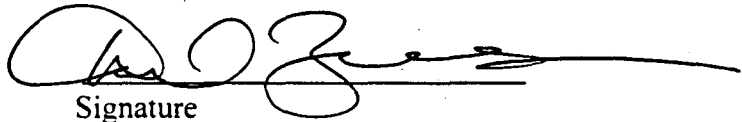
Address: see above

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: NL Industries, Inc.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/26/01


Signature

David N. Zeehandelaar, Esq.
Name-Please Type

Attorney for Defendant, NL Industries, Inc.
Title

Blank Rome Comisky & McCauley LLP
Address

One Logan Square

Philadelphia, PA 19103

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Marcus A. Martin
Highland Environmental Management, LLC
Title: _____
Address: 1630 30th Street, Suite 598
Boulder, CO 80301

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Kuuffel & Esser Company
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/27/01

James L. Donovan
Signature

James L. Donovan
Name-Please Type

Treasurer
Title

Azon Corporation
Address

P.O. Box 290

Johnson City, N.Y. 13790

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Howmet Corporation
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6-29-01

James R. Stanley
Signature

James R. Stanley
Name-Please Type

President
Title

9 Old Kings Highway South
Address

Darien CT 06820

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Jeffrey L. Boak

Title: Business Unit Counsel

Address: 9 Old Kings Highway South
Darien, CT 06820

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: INTERNATIONAL PAPER COMPANY
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

UNION CAMP CORPORATION

Date: 6/29/01


Signature

ROBERT G. ROSE
Name-Please Type

ATTORNEY
Title

PITNEY, HARDIN, KIPP & SZUCH, LLP
Address

P. O. BOX 1945

MORRISTOWN, NJ 07962-1945

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Robert G. Rose, Esq.
Title: Attorney
Address: P. O. Box 1945
Morristown, NJ 07962-1945


THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: TETLEY USA INC.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

TETLEY INC.
TENCO, a division of Tetley Inc.
TENCO, a division of The Coca-Cola Company

Date: 6/29/01


Signature

ROBERT G. ROSE
Name-Please Type

ATTORNEY
Title

PITNEY, HARDIN, KIPP & SZUCH, LLP
Address

P. O. BOX 1945

MORRISTOWN, NJ 07962-1945

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Robert G. Rose, Esq.

Title: Attorney

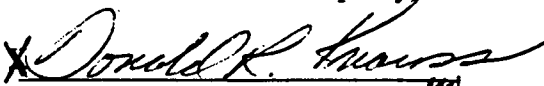
Address: P.O. BOX 1945
Morristown, NJ 07962-1945

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: The Coca-Cola Company
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/29/01

Donald R. Knauss
Vice President of
The Coca-Cola Company,

Signature

Donald R. Knauss
Name-Please Type

Vice President
Title

One Coca-Cola Plaza
Address

Atlanta, GA 30313

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: CT Corporation

Title: 1201 Peachtree St., NE

Address: Atlanta, GA 30361

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al. relating to the PJP Landfill Superfund Site.

For: Reichhold Inc.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/28/01

Daniel E. Uyesato
Signature

Daniel E. Uyesato
Name-Please Type

Assistant General Counsel
Title

PO Box 13582
Address
Research Triangle Park, NC 27709

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Kevin M. Hogan

Title: Attorney

Address: Phillips, Lytle, Hitchcock, Blaine & Huber LLP
3400 HSBC Center
Bufflo, NY 14203

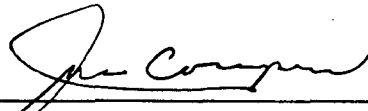
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Charter Manufacturing Company, Inc.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

National Lock Washer Company

Date: 6/26/2001


Signature

John Couper
Name-Please Type

Chief Financial Officer
Title

P. O. Box 217
Address

Mequon, WI 53092-0217

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: William H. Harbeck

Title: Attorney

Address: Quarles & Brady LLP
411 E. Wisconsin Avenue, Suite 2040
Milwaukee, WI 53202

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

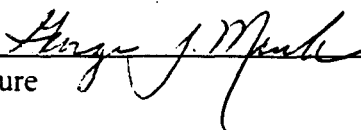
For: Johnson Controls, Inc.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Hoover Universal, Inc.

NSK Corporation

Date: 6-27-01


Signature

George J. Marek, Quarles & Brady LLP
Name-Please Type

Legal Counsel for Johnson Controls, Inc.
Title

Quarles & Brady LLP
Address

411 E. Wisconsin Avenue

Milwaukee, WI 53202-4497

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: George J. Marek, Esq.

Title: Legal Counsel for Johnson Controls, Inc.

Address: Quarles & Brady LLP
411 E. Wisconsin Avenue
Milwaukee, WI 53202-4497

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Exxon Mobil Corporation
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Humble Oil & Refining Company
Exxon Research & Engineering Company

Exxon Corporation
Exxon Mobil Research & Engineering Company

Date: June 25, 2001

Z K Bolen
Signature

endorsed via
email by
K. Grmelaki
Law
6/25/01

Zane K. Bolen
Name-Please Type

Superfund Area Manager
Title

601 Jefferson Rm 1222
Address

Houston, TX 77002

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Corporation Service Company
830 Bear Tavern Road, Ste 305

Title: West Trenton, NJ

Address: 08628-1020

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Saltire Industrial, Inc. (f/k/a Scovill Inc.)
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/26/01

Nicholas B. Bauer
Signature

Nicholas B. Bauer
Name-Please Type

Vice President Environmental Affairs
Title

800 Third Avenue, 24th Floor
Address

New York, NY 10022

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: National Registered Agents, Inc.

Title: 9 East Walkerman Street

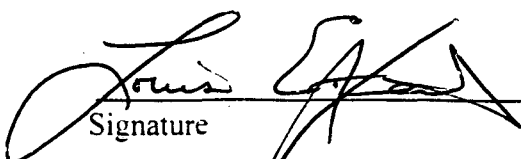
Address: Dover, DE 19901

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: The Sherwin-Williams Company
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: June 26, 2001


Signature

Louis E. Stellato

Name-Please Type

Vice President, General Counsel and Secretary
Title

101 Prospect Avenue, NW

Address

The Midland Building

Cleveland, OH 44115

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Allen J. Danzig

Title: Associate General Counsel, Environmental

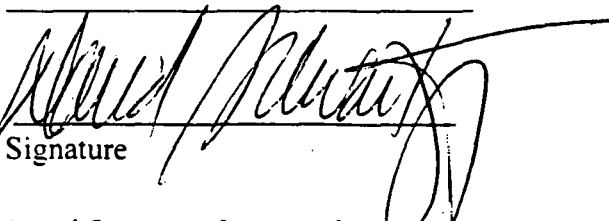
Address: 101 Prospect Avenue, NW, 1100 Midland Building, Cleveland, OH
44115

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: ATOFINA Chemicals Inc. and EIS
Settling Defendant Name *Attachment, Note
Amended, Inc.*

[also name related entities identified in appendices since they are bound by the signature]

Date: July 2, 2001


Signature

David B. Schwartzberg
Name-Please Type
Vice President,
Health, Environment and Safety

Title
ATOFINA Chemicals, Inc.

Address
2000 Market Street
Philadelphia, PA 19103

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: The Corporation Trust Company

Title:

Address: 820 Broad Tower Rd
West Trenton, NJ 08628

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: S.B. Thomas, a unit of Entenmann's, Inc.

[also name related entities identified in appendices since they are bound by the signature]

Date: June 29, 2001


Signature

Shelly W. Seligman, Esq.

Name-Please Type

Secretary

Title

Entenmann's, Inc.

Address

55 Paradise Lane

Bay Shore, New York 11706

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Shelly W. Seligman, Esq.
Title: Vice President and General Counsel
Address: Bestfoods Baking Company
55 Paradise Lane
Bay Shore, New York 11706

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Kewanee Industries, Inc.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 7/2/01

Michael D. Coats
Signature

Michael D. Coats
Name-Please Type

Project Manager
Title

6001 Bollinger Canyon Road
Address

San Ramon, CA 94583

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Cooper Industries, Inc.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6-28-2001

Robert W. Teets
Signature

Robert W. Teets
Name-Please Type

Vice President, Environmental Affairs & Risk Mgmt.
Title

Cooper Industries, Inc.
Address

P.O. Box 4446

Houston, TX 77210-4446

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Edward J. Boccher, Esq.
Farer Fersko, P.A.

Title: Counsel for Cooper Industries, Inc.

Address: 600 South Avenue
P.O. Box 580
Westfield, NJ 07091-0580

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: _____
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

The Procter & Gamble Manufacturing Company

Date: 7/5/01


Signature

G. W. Price
Name-Please Type

Vice President and Treasurer
Title

One Procter & Gamble Plaza
Address

Cincinnati, Ohio 45202

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: BEAZER EAST, INC.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 7/5/01

Edward O'Connell
Signature

EDWARD O'CONNELL
Name-Please Type

ASSISTANT SECRETARY
Title

ONE OXFORD CENTRE
Address

SUITE 3000

PITTSBURGH, PA 15219

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: EDWARD O'CONNELL

Title: ASSISTANT SECRETARY-BEAZER EAST, INC.

Address: ONE OXFORD CENTRE-SUITE 3000
PITTSBURGH, PA 15219

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Viacom Inc.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 7/15/01

CRP
10/2/01

[Signature]
Signature

ERIC J. SOBCHAK
Name-Please Type

ASST SECY
Title

11 STANWIX ST
Address

Pgh PA 15228

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: LINDA D. KELLEY
Title: ASST GENERAL COUNSEL
Address: 11 STANWIX ST,
Pgh. PA 15228

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

COMPAC CORPORATION
For: Scott A. Halpert
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

MASCO CORPORATION

Date: 7/2/01

Scott Halpert
Signature

Scott A. Halpert
Name-Please Type

Associate Corporate Counsel
Title

MASCO CORPORATION
Address

21001 Van Born Road

Taylor, MI 48180

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Same as above

Title: _____

Address: _____

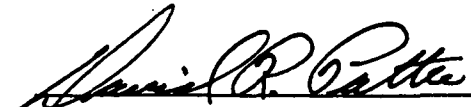
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Dictaphone Corporation
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

For Itself and Pitney Bowes, Inc.

Date: 7.5.01


Signature

DAVID R. PATTEE
Name-Please Type

SR. CORP. ENV. ENGR.
Title

PITNEY BOWES INC.
Address

ONE ELMCROFT RD.

STAMFORD, CT 06926

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Michael J. Naughton, Esq.

Title: Attorney At Law

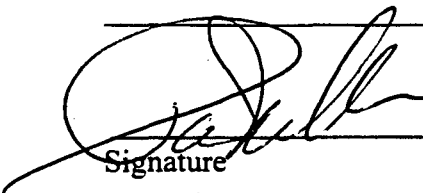
Address: Knox Naughton, P.C.
299 Cherry Hill Road
Parsippany, NJ 07054

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Pfizer, Inc.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 7/9/01


Signature

Paul S. Miller

Name-Please Type

Executive V.P., General Counsel

Title

235 East 42 Street

Address

New York, NY 10017

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

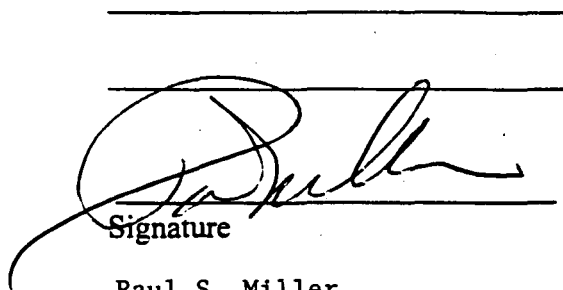
Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Warner Lambert Company
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 7/9/01


Signature

Paul S. Miller

Name-Please Type

Executive V.P., General Counsel
Title

235 East 42 Street

Address

New York, NY 10017

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: PHILIPS ELECTRONICS North America
Settling Defendant Name Corporation

[also name related entities identified in appendices since they are bound by the signature]

Date: July 9, 2001

Industrial Circuits Corporation; Mepco Central
American Color & Chemical, L.L.C. (f/k/a
American Color & Chemical Corporation)

[Signature]
Signature

Belinda W. Chew
Name-Please Type

Senior Vice President
Title

1251 Avenue of the Americas, NY, NY 10020
Address

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Corporation Service Company

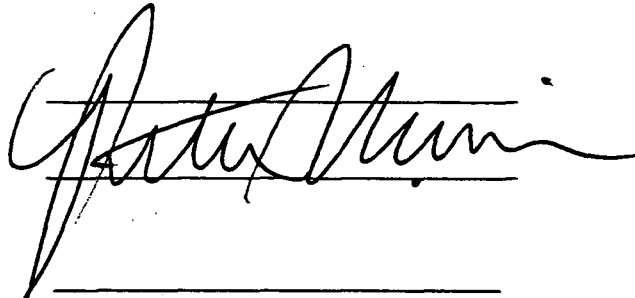
Title: n/a

Address: 830 Bear Tavern Road, West Trenton, NJ 08628

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Halocarbon Products Corporation
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

A handwritten signature in black ink, appearing to read "Peter Murin", is written over a horizontal line.

Date: 6/26/01

Signature

Peter Murin
Name-Please Type

Chief Operating Officer
Title

887 Kinderkamack Road
Address

River Edge, N.J. 07661

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

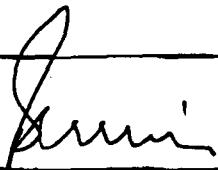
Name: Peter Murin
Title: Chief Operating Officer
Address: 887 Kinderkamack Road
River Edge, N.J. 07661

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: CLAYCOL, INC.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: _____



Signature
J.T. Sullivan

Name-Please Type
V.P.

Title
1 BUTCHLEY RD.

Address
STAMFORD, CT.

06922

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: J.T. Sullivan
Title: V.P.
Address: 1 BUTCHLEY RD., STAMFORD, CT. 06922

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: E. R. SQUIBB & SONS, INC.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Bristol-Myers Squibb Company

Bristol-Myers Company

Date: 2-13-01

William L. McGarry
Signature

William L. McGarry

Name-Please Type

Bristol-Myers Squibb Company Worldwide Medicines Group, Technical Operations
Title

Address

P.O. Box 4755

Syracuse, NY 13221-4755

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: CT Corporation

Title: _____

Address: 111 8th Avenue, 13th Floor
New York, NY 10011

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: CHIRLLU, INC. F/K/A
ULLRICH COPPER, INC.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: July 13, 2001

Steven Weinstein
Signature

Steven I. Weinstein, Esq.
Name-Please Type

Chairman, President & CEO of Chirllu, Inc.
Title

Perryville Corporate Park
Address

Clinton, NJ 08809-4000

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: United States Corporation Company

Title: _____

Address: 2711 Centerville Road
Suite 400
Wilmington, DE 19808

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Sequa Corporation on behalf
Selling Defendant Name
of Arrow Group Industries, Inc.

[also name related entities identified in appendices since they are bound by the signature]

Date: July 17, 2001

Arrow Group Industries, Inc.
Arrow Metal Products

Eletha L. Duffy
Signature

Eletha L. Duffy
Name-Please Type

Outside Counsel, Sequa Corp.
Title

475 Wall St
Address

Princeton, NJ 08540

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Eletha L. Duffy
Title: Outside Counsel, Sequa Corp.
Address: 475 Wall St
Princeton NJ 08540
27

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: OK Toilet & Tissue Supply
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 07/18/01

Edward J. DeLis

Signature

EDWARD J. DELIS

Name-Please Type

President

Title

94 W. Jersey St

Address

Elizabeth, NJ 07202

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: SAME AS ABOVE

Title: _____

Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: CWM Chemical Services, LLC
Waste Management of New Jersey, Inc.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: June 26, 2001

Signature

Stephen T. Joyce
Name-Please Type

Area Director-Closed Sites
Title

4 Liberty Lane West
Hampton, NH 03842
Address

Phone: 603-929-3490

Fax: 603-929-3115

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: James O'Toole, Esq.

Title: Saul Ewing

Address: Centre Square West

1500 Market Street, 38th Floor

Philadelphia, PA 19102

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: _____

Settling Defendant Name

Ciba Specialty Chemicals Corporation

[also name related entities identified in appendices since they are bound by the signature]

Ciba Specialty Chemicals

Water Treatments, Inc. (f.k.a.

OPS Chemical Company, Inc.)

Date: June 28, 2001

Signature

Douglas J. Wellerin

Name-Please Type

Vice President, EHS

Title

560 White Plains Road, Box 2005

Address

Tarrytown, NY

10595-9005

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name:

CSC Corporation

Title:

2

Address:

830 Bear Tavern Rd., Suite 305
West Trenton, NJ 08628

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

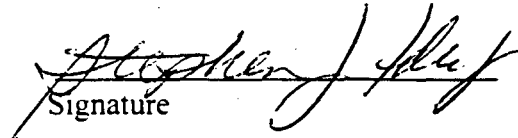
Industrial & Commercial Refuse
Removal, Inc.

For: _____

Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: _____


Signature

Stephen J. Foley, Jr., Esquire
Name-Please Type

Attorney
Title

601 Bangs Avenue
Address
P.O. Box 1040

Asbury Park, New Jersey 07712

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Stephen J. Foley, Jr.

Title: Attorney

Address: 601 Bangs Avenue, Asbury Park, New Jersey 07712

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

FOR THE TOWNSHIP OF CEDAR GROVE

BY:

~~For:~~



Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: _____

Signature

Name-Please Type

Title

Address

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

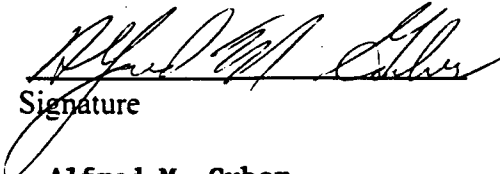
Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: John Dusenbery Co., Inc.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 7/2/01


Signature

Alfred M. Guber

Name-Please Type

Executive Vice President

Title

220 Franklin Road

Address

Randolph, New Jersey 07869

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Kelley Drye & Warren LLP

Title: _____

Address: 5 Sylvan Way
Parsippany, New Jersey 07054

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: The Clorox Company
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: July 5, 2001

Karen M. Rose
Signature

Karen M. Rose
Name-Please Type

Group Vice President-Chief Financial Officer
Title

1221 Broadway
Address

Oakland, CA 94612

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: General Counsel

Title: _____

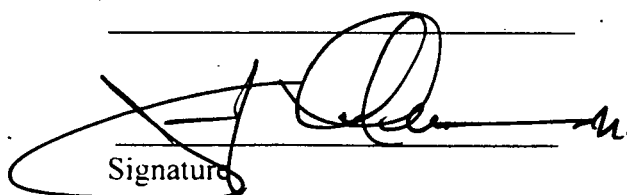
Address: 1221 Broadway, Oakland, CA 94612

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Bayonne Industries, Inc.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/27/01


Signature

James J. Coleman Jr.
Name-Please Type

Executive - Vice President
Title

250 East 22nd Street
Address

Bayonne, N.J. 07002

R.

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Dennis M. Toft, Esq.

Title: Partner: Wolff and Sampson

Address: 5 Becker Farm Road
Roseland, NJ 07068 - 1776

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Kmart Corporation
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 7/9/01

[Signature]
Signature

Louis Zukin
Name-Please Type

Sr. Environmental Attorney
Title Kmart Corporation

3100 W. Big Beaver Rd
Address

Troy MI 48067

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: James DeF. Baugh

Title: Vice President, Assoc. General Counsel & Secretary

Address: Kmart Corporation
3100 W. Big Beaver Rd
Troy MI 48067

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: J. Scerbo Co
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 7/17/01

Sam Scerbo
Signature

SAM SCERBO
Name-Please Type

PARTNER
Title

348 PAGE AVE
Address

LYNDHURST NJ 07021

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Food Haulers, Inc.
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 7/30/01

Joseph M. Sheridan
Signature

Joseph M. Sheridan
Name-Please Type

Executive Vice President
Title

600 York Street.
Address

Elizabeth, N.J. 07207-0506

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: David B. Hird

Title: Attorney

Address: 1615 L Street, NW
Washington, DC 20036

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Du Pont Company
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/27/01

Bernard J. Reilly
Signature

Bernard J. Reilly
Name-Please Type

Corporate Counsel
Title

DuPont Legal
Address

1007 Market St

Wilmington, DE 19898

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

CT Corporation
Name: _____

820 Bear Tavern Road

Title: _____

West Trenton, NJ 08628
Address: _____

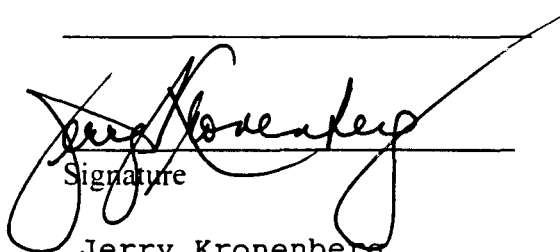
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Amerace Corporation
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

~~Thomas & Betts Corporation~~

Date: 6/27/01


Signature
Jerry Kronenberg
Name-Please Type

Vice-President, General Counsel,
Title Secretary

Thomas & Betts Corporation
Address

8155 T&B Blvd.

Memphis, TN 38125

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Michael J. Geiger

Title: Assistant General Counsel
Thomas & Betts Corporation

Address: 8155 T&B Blvd.
Memphis, TN 38125


THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: American Cyanamid Company
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

American Home Products Corporation
AHP's division Lederle Laboratories,
Wyeth Laboratories, Inc., & Cytex Industries Inc.

Date: 6/27/01


Signature

Steven A. Tasher
Name-Please Type

Vice - President
Title

5 Giralda Farms
Address

Madison, New Jersey 07940

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Margaret R. Tribble

Title: Corporate Counsel

Address: 5 Giralda Farms, Madison, NJ 07940


THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: OCCIDENTAL CHEMICAL CORPORATION
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Diamond Shamrock Chemicals Company

Date: June 28, 2001


Signature

Keith C. McDole
Name-Please Type

Sr. Vice President & General Counsel
Title

Occidental Chemical Corporation
Address

5005 LBJ Freeway

Dallas, Texas 75244

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

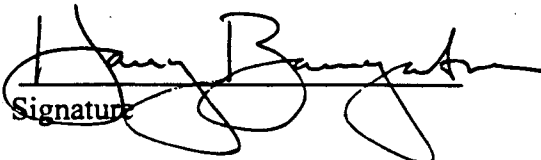
For: BASF Corporation
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Inmont Corporation

BASF Wyandotte Corporation

Date: 6/27/01


Signature

Harry M. Baumgartner
Name-Please Type

Corporate Counsel
Title

3000 Continental Drive - North
Address

Mt. Olive, NJ 07828-1234

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Office of the General Counsel

Title: _____

Address: BASF Corporation

3000 Continental Drive - North
Mt. Olive, 27 NJ 07828-1234

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: General Motors Corporation
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/26/2001

Don A. Schiemann
Signature

Don A. Schiemann

Name-Please Type

Attorney

Title

General Motors Corporation
Legal Staff

Address

MC 482-C24-D24
300 Renaissance Center

Detroit, MI 48243

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Theresa Cerwin
General Motors Corporation
Title: Legal Staff (MC 482-207-722)
3031 W. Grand Blvd.
Address: Detroit, MI 48202

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

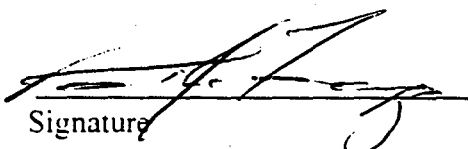
Curtiss-Wright Corporation
And Its Related Entities:
For: _____
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Curtiss-Wright Flight Systems, Inc.

Metal Improvement Company, Inc.

Date: 23 June 2001


Signature

Paul J. Ferdenzi

Name-Please Type

Assistant Secretary

Title

1200 Wall Street West, Suite 501

Address

Lyndhurst, New Jersey 07071

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: CT Corporation
Title: Registered Agent
Address: 100 West Tenth Street
Wilmington, Delaware 19801

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

Honeywell International Inc. (f/k/a AlliedSignal Inc.), and the following
For: related entities: ASI Specialty Chemicals
Settling Defendant Name and UOP Inc.

[also name related entities identified in appendices since they are bound by the signature]

Date: 7/2/01

Robert J. Ford
Signature

Robert J. Ford
Name-Please Type
Director
Remediation & Evaluation Services

Title

Honeywell International Inc.
101 Columbia Road
Address

Morristown, NJ 07962

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Thomas Byrne

Title: Assistant General Counsel
Honeywell International Inc.

Address: 101 Columbia Road
Morristown, NJ 07962

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: The Dow Chemical Company
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 7/3/01

Mark Tucker
Signature

Mark Tucker
Name-Please Type

Assistant General Counsel
Title

2030 Dow Center
Address

Midland, MI 48674

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: CT Corporation

Title: _____

Address: 30600 Telegraph Road, Suite 3275
Bingham Farms, MI 48025

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Lucent Technologies Inc. For and on behalf of the following related entities: AT&T Corp., AT&T Technologies, Inc., Western Electric Company, and Bell Telephone Laboratories, Inc., each of which shall be considered a Settling Generator, a Party to, and a Signatory of this consent decree.

Settling Defendant Name

Date: July 6, 2001

Lelia M. McAdams
Signature

Lelia M. McAdams

Name – please type

Senior Manager – Remediation

Title

**475 South Street, Room 2S021
Morristown, NJ 07962-1976**

Address

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: **Ralph L. McMurry, Esq.**

Title: **Corporate Counsel**

Address: **Lucent Technologies Inc.
535 Mountain Avenue, Room D002
New Providence, NJ 07974**

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

Crompton Corporation and the following related
entities: Wipro Corporation and The
For: Richardson Company
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: July 9, 2001

Signature

Joseph J. Waiton
Name-Please Type

Deputy General Counsel
Title

Assistant Secretary

Crompton Corporation
Address

One American Lane

Greenwich, CT 06830

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name:

Pamela Missal

Title:

Senior Environmental Counsel

Address:

Crompton Corporation

Benson Road, 1-5

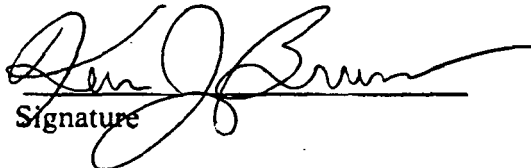
Middlebury, CT 06749

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: Edwin Siegel, Edlin, Ltd.
and Tooley's Enterprises
 Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: July 30, 2001


 Signature

Kevin J. Bruno, Esq.

Name-Please Type

Attorney

Title

Robertson, Freilich, Bruno & Cohen, LLC

Address

One Riverfront Plaza, 4th Floor

Newark, New Jersey 07105

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al. relating to the PJP Landfill Superfund Site.

For: Roman Catholic
Archdiocese of Newark
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: June 28 , 2001

+ Paul G. Bootkoski

Signature
Most Reverend
Paul G. Bootkoski

Name-Please Type

President

Title

Archdiocese of Newark

Address

171 Clifton Avenue

Newark, New Jersey 07104

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Carl R. Woodward, III, Esq.

Title: Attorney

Address: Carella, Byrne
6 Becker Farm Road
Roseland, NJ 07068

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Alcolac, Inc. et al., relating to the PJP Landfill Superfund Site.

For: New Jersey Dept. of Transportation
Settling Defendant Name

[also name related entities identified in appendices since they are bound by the signature]

Date: 6/28/01

Mark T. Holmes

Signature

Mark Turner Holmes

Name-Please Type

Deputy Attorney General

Title

25 Market Street

Address

P.O. Box 114

Trenton, NJ 08625-0114

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: John J. Farmer, Jr.

Title: Attorney General of New Jersey

Address: 25 Market Street

P.O. Box 080
Trenton, NJ 08625-0080

APPENDIX A SETTLING GENERATORS

- *Alcolac, Inc., and the following related entity: Rhodia Inc.**
- *Amerace Corporation and the following related entity: Thomas & Betts Corporation**
- *American Cyanamid Company and the following related entities: American Home Products Corporation ("AHP"), AHP's division Lederle Laboratories, Wyeth Laboratories, Inc., and Cytec Industries Inc.**
- *ATOFINA Chemicals, Inc., and the following related entity: Elf Atochem North America, Inc.**
- *BASF Corporation and the following related entities: Inmont Corporation and BASF Wyandotte Corporation**
- *Beazer East, Inc.**
- *Beckman Instruments, Inc.**
- *Bemis Company, Inc., and the following related entity: Rose Ribbon & Carbon**
- *Charter Manufacturing Company, Inc., and the following related entity: National Lock Washer Company**
- *Clairol, Inc., and the following related entities : Bristol-Myers Squibb Company, Bristol-Myers Company**
- *Clariant Corporation and the following related entity: Sandoz Pharmaceuticals Corporation**
- *CNA Holdings Inc., f/k/a Hoechst Celanese Corporation**
- *Compac Corporation**
- *Cooper Industries, Inc.**
- *Creanova Inc. (f/k/a Hüls America Inc) and the following related entity: Kay-Fries, Inc.**
- *Crompton Corporation and the following related entities: Witco Corporation and The Richardson Company**
- *Curtiss-Wright Corporation, and the following related entities: Curtiss-Wright Flight Systems, Inc., and Metal Improvement Company, Inc.**

APPENDIX A
SETTLING GENERATORS (CONTINUED)

- *Dictaphone Corporation, and the following related entity: Pitney Bowes Inc.,**
- *E. I. du Pont de Nemours and Company**
- *E.R. Squibb & Sons, Inc., and the following related entities: Bristol-Myers Squibb Company and Bristol-Myers Company**
- *Engelhard Corporation, and the following related entities: Engelhard Minerals and Chemical Company and Engelhard Industries Division**
- *ExxonMobil Corporation**
- *Exxon Research & Engineering Company**
- *Exxon Corporation, and the following related entity: Humble Oil and Refining Company**
- *ExxonMobil Research & Engineering Company**
- *Flexabar Corp.**
- *General Motors Corporation**
- *Halocarbon Products Corporation**
- *Honeywell International Inc. (f/k/a AlliedSignal Inc.), and the following related entities: ASI Specialty Chemicals and UOP Inc.**
- *Howmet Corporation**
- *International Paper Company and the following related entity: Union Camp Corporation**
- *Johnson Controls, Inc., and the following related entities: Hoover Universal, Inc. and NSK Corporation**
- *Keuffel & Esser Company**
- *Kewanee Industries, Inc.**
- *Lucent Technologies Inc. and the following related entities: AT&T Corp., AT&T Technologies, Inc., Western Electric Co. Inc., and Bell Telephone Laboratories, Inc.**

APPENDIX A
SETTLING GENERATORS (CONTINUED)

*Mars, Incorporated

*Masco Corporation

*Metem Corporation

*National Starch and Chemical Company

*NL Industries, Inc.

*Novartis Pharmaceuticals Corporation and the following related entity: Sandoz Pharmaceuticals Corporation

*O.K. Toilet & Towel Supply, Inc.

*Occidental Chemical Corporation and the following related entity: Diamond Shamrock Chemicals Company

*Pamarco, Inc.

*Pfizer Inc.

*Pharmacia & Upjohn Company and the following related entities: Pharmacia Diagnostics, Inc. and Electro-Nucleonics, Inc.

*Philips Electronics North America Corporation and the following related entities: Industrial Circuits Corporation, American Color & Chemical, L.L.C. (f/k/a American Color & Chemical Corporation), and Mepco/Central Lab, Inc.

*PPG Industries, Inc.

*PQ Corporation

*Reichhold, Inc. (f/k/a Reichhold Chemicals, Inc.)

*S.B. Thomas, a unit of Entenmann's, Inc.

*Saltire Industrial, Inc. (f/k/a Scovill Inc.)

APPENDIX A
SETTLING GENERATORS (CONTINUED)

*Sequa Corporation and the following related entities: Chromalloy American Corporation and Arrow Group Industries a/k/a Arrow Metal Products, Inc.

*STWB Inc. (f/k/a Sterling Drug Company and Sterling Winthrop, Inc.) and the following related entities: Minwax Company, Lehn & Fink, Inc., Lehn & Fink Products, Inc., L&F Products, Eastman Kodak Company, and Reckitt & Colman Inc.

*Tetley USA Inc. and the following related entities: Tetley Inc., Tenco, a division of Tetley Inc., and Tenco, a division of The Coca-Cola Company

*The Dow Chemical Company

*The Procter & Gamble Manufacturing Company

*The Sherwin-Williams Company,

*TransTechnology Corporation

*Ullrich Copper

*Vanguard Processing Corp.

*Viacom, Inc. and the following related entity: CBS Corporation (f/k/a Westinghouse Electric Corporation

*Warner-Lambert Company

APPENDIX B
ADDITIONAL SETTling PARTIES

*Bayonne Industries

*Ciba Specialty Chemicals Corporation and the following related entity: Ciba Specialty Chemicals Water Treatments, Inc. (f/k/a CPS Chemicals Company, Inc.)

*Food Haulers, Inc.

*Industrial & Commercial Refuse Removal, Inc.

*J. Scerbo Co.

*John Dusenbury Co., Inc.

*Kmart Corporation

*The Clorox Company

*The Township of Cedar Grove